


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">MAR 18, 2010 10:00 AM</div> PURCHASING AGENCY NO. : 107001
<div style="border: 1px solid black; padding: 5px;"> <p>=====> VENDOR NO. :</p> <p>SOLICITATION : 2238665</p> <p>FILE NO. : Q52393I</p> <p>OPENING DATE : 03/18/10</p> </div> <div style="border: 1px solid black; padding: 5px; min-height: 80px;"> <p>=====> VENDOR NAME AND ADDRESS</p> </div> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</p> </div>		<div style="border: 1px solid black; padding: 5px;"> <p>SEE NO. 8 BELOW. RETURN BID TO</p> <p style="text-align: right;">10:00 AM</p> <p>2238665 03/18/10 Q52393I</p> <p>OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>BUYER : MARIE RUSSELL</p> <p>BUYER PHONE : (225) 342-8016</p> <p>DATE ISSUED : 02/24/10</p> <p>REQ. AGENCY : 326246 FOLD HERE--></p> <p style="text-align: center;">DHH-OFFICE OF PUBLIC HEALTH</p> <p>AGENCY REQ. NO. : </p> <p>ISIS REQ. NO. : 1330046</p> <p>VENDOR PHONE : </p> <p>FISCAL YEAR : 10</p> <p>CLASS/SUBCLASS : 03778</p> <p>SCHEDULED BEGIN DATE : 00/00/00</p> <p>SCHEDULED END DATE : 00/00/00</p> <p>T-NUMBER : </p> </div>
LAVA PROMOTIONAL ITEMS - OFFICE OF PUBLIC HEALTH		
TO BE COMPLETED BY VENDOR		
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).		
INSTRUCTIONS TO BIDDERS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ SEE DETAILS ELSEWHERE IN DOCUMENT _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.		
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2238665 OPEN DATE: 03/18/10 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 2
<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

****ATTENTION:****

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp)
 ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2

COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT

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<p>ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>3 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>4 TWO TYPES OF SAMPLES MAY BE REQUIRED</p> <p>1. A SAMPLE(S) SHOWING QUALITY, CONSTRUCTION AND MATERIAL OF ITEM BID WHICH WILL BE ONE OF THE CRITERIA UTILIZED IN THE EVALUATION PROCESS TO DETERMINE THE AWARDED ITEM(S). SAMPLES ARE NOT REQUIRED TO BE SUBMITTED WITH BID OR PRIOR TO BID OPENING. SAMPLES MAY BE REQUESTED FROM THE BIDDER, WHICH MAY BE IN LINE FOR AN AWARD. WHEN A SAMPLE(S) IS REQUESTED, THE SAMPLE(S) MUST BE RECEIVED WITHIN TEN (10) DAYS OF REQUEST.</p> <p>SAMPLES ARE TO BE SENT TO:</p> <p>OFFICE OF STATE PURCHASING ATTN: MARIE RUSSELL CLAIBORNE BUILDING 1201 N. 3RD ST., SUITE 2-160 BATON ROUGE, LA 70802</p> <p>2. A PRE-PRODUCTION SAMPLE(S) OF THE FINISHED PRODUCT MAY ALSO BE REQUIRED. IF REQUESTED, THE PRE-PRODUCTION SAMPLE MUST BE RECEIVED WITHIN 14 DAYS OF REQUEST.</p> <p>PRODUCT SAMPLES THAT DO NOT MEET SPEC REQUIREMENTS WILL NOT BE CONSIDERED.</p> <p>ONCE THE PRE-PRODUCTION SAMPLE HAS BEEN APPROVED, THE VENDOR HAS 45 DAYS TO DELIVERY THE ENTIRE SHIPMENT.</p> <p>SEE "INSTRUCTIONS FOR SUBMITTING SAMPLES". SAMPLE (S) MAY BE REQUIRED FOR ALL ITEM (S) BID:</p> <p>INSTRUCTIONS FOR SUBMITTING SAMPLES.</p> <p>PRE-PRODUCTION SAMPLES ARE TO BE SENT TO:</p> <p>OFFICE OF STATE PURCHASING ATTN: MARIE RUSSELL CLAIBORNE BUILDING 1201 NORTH THIRD STREET SUITE 2-160 BATON ROUGE, LA 70802</p> <p>AND TO:</p>			

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<div>OFFICE OF PUBLIC HEALTH ATTN: SYLVIA MCCLAIN 8919 WORLD MINISTRY AVE., STE. B BATON ROUGE, LA 70810</div> <div>SAMPLE(S) ARE TO BE FURNISHED AT VENDOR'S EXPENSE. PACKAGE SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER AND BID OPENING DATE. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH SENDER'S NAME, MANUFACTURER'S BRAND NAME AND MODEL NUMBER, FILE NUMBER AND ITEM NUMBER. SAMPLE(S) OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE CENTRAL PURCHASING OFFICE OF THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.</div> <div>ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 14 DAYS AFTER BID AWARD, OR THE SAMPLE(S) SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.</div> <div>5***** DUE TO FISCAL YEAR CONSTRAINTS, FUNDING MAY BE UNAVAILABLE FOR PAYMENT FOR ITEMS NOT DELIVERED BY JUNE 30. IF DELIVERY CANNOT BE MADE IN ACCORDANCE WITH THE ORDER, VENDOR MUST ADVISE THE AGENCY OF INABILITY TO SUPPLY. *****</div> <div>6THE STATE RESERVES THE RIGHT TO REJECT BIDS THAT CANNOT MAKE DELIVERY BY JUNE 30.</div> <div>7THE STATE OF LOUISIANA, WITH THE ACCEPTANCE OF THE CONTRACTOR, RESERVES THE RIGHT TO REPURCHASE THE ABOVE ITEM(S) AT THE SAME PRICE, TERM AND CONDITIONS SHOWN FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE ORIGINAL PURCHASE ORDER.</div> <div>8IT SHALL BE DISTINCTLY AGREED AND UNDERSTOOD THAT THE PRICE QUOTED MUST BE A FIRM PRICE, AND NOT BE SUBJECT TO CHANGE AT TIME OF SHIPMENT.</div> <div>9OVERRUNS AND UNDERRUNS-UNDER ORDINARY CONDITIONS, THE STATE OF LOUISIANA WILL APPROVE AN UNDERRUN OR OVERRUN NOT TO EXCEED: <table><tbody><tr><td>UP</td><td>TO</td><td>50,000</td><td>-</td><td>10%</td></tr><tr><td>50,001</td><td>TO</td><td>100,000</td><td>-</td><td>8%</td></tr><tr><td>100,001</td><td>TO</td><td>300,000</td><td>-</td><td>4%</td></tr><tr><td>300,001</td><td>TO</td><td>500,000</td><td>-</td><td>3%</td></tr><tr><td>500,001</td><td>AND</td><td>OVER</td><td>-</td><td>2%</td></tr></tbody></table></div>				UP	TO	50,000	-	10%	50,001	TO	100,000	-	8%	100,001	TO	300,000	-	4%	300,001	TO	500,000	-	3%	500,001	AND	OVER	-	2%
UP	TO	50,000	-	10%																								
50,001	TO	100,000	-	8%																								
100,001	TO	300,000	-	4%																								
300,001	TO	500,000	-	3%																								
500,001	AND	OVER	-	2%																								

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	_____ _____ UNLESS SPECIFIED ELSEWHERE SHIP TO: DHH-OFFICE OF PUBLIC HEALTH DIVISION OF BIOTERRORISM MAIN ADMINISTRATION BLDG 8919 WORLD MINISTRY AVE BATON ROUGE , LA 70810 COMMODITY CODE: 037-78-000000 PEN, TRANSLUCENT BARREL WITH CLEAR CLIP ACCENTS; TRANSLUCENT RUBBER GRIPPER, CLICK ACTION, BLACK INK, LOGO TO BE PRINTED ON FRONT SIDE. SIZE: APPROX. 5-1/4" COLOR: TRANSLUCENT RED IMPRINT AREA: 5/8" X 1-1/2" IMPRINT COLOR: WHITE GOLDBOND INC. ITEM #ACHILLES OR EQUAL SPECIFY THE FOLLOWING: _____ MANUFACTURER/DISTRIBUTOR _____ REF.NUMBER/ITEM NUMBER	2500	EACH	_____	_____
00002	COMMODITY CODE: 037-78-000000 NOTEBOOK, SPIRAL, PLASTIC FOLD-OVER COVER WITH PEN LOOP CLOSURE INCLUDES NOTEBOOK AND MATCHING COLOR TWIST-ACTION BALLPOINT PEN. LOGO TO BE PRINTED ON FRONT SIDE OF NOTEBOOK. COLOR OF NOTEBOOK AND PEN: RED SIZE: APPROX. 5-3/16"W X 7"H IMPRINT AREA: 2-1/2"W X 2-1/2" H IMPRINT COLOR: WHITE BULLETLINE #SM-3461 OR EQUAL SPECIFY THE FOLLOWING:	2500	EACH	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	_____ MANUFACTURER/DISTRIBUTOR _____ REF.NUMBER/ITEM NUMBER _____				
00003	COMMODITY CODE: 037-78-000000 TRAVELING KIT KIT TO INCLUDE: HOLE PUNCH, STAPLER, REFILL STAPLES, TAPE, PAPER CLIPS, RUBBER BANDS, AND ADHESIVE NOTE PAD. LOGO TO BE PRINTED ON FRONT. SIZE: APPROX. 3-1/2" X 4-3/4" X 3/4" COLOR: CLEAR IMPRINT COLOR: RED IMPRINT AREA: 1-5/8"H X 3"W. QUICKPOINT #QP-51170 OR EQUAL SPECIFY THE FOLLOWING: _____ MANUFACTURER/DISTRIBUTOR _____ REF.NUMBER/ITEM NUMBERSPECIFY	2500	EACH	_____	_____
00004	COMMODITY CODE: 037-78-000000 SEWING KIT/PILL BOX SEWING KIT CONTAINS:MULTI-COLOR THREADS, 2 NEEDLES, SCISSORS, 2 BUTTONS, SAFETY PIN, 3 STRAIGHT PINS. PILL BOX HAS 3 COMPARTMENTS (NO LOGO) LOGO TO BE PRINTED ON FRONT OF SEWING KIT. SIZE: APPROX. 2-1/2"H X 3-1/2"W X 7/8"D COLOR: TRANSLUCENT BLUE IMPRINT AREA: 1-1/2" H X 2-1/2" W IMPRINT COLOR: WHITE QUICKPOINT #QP-52946 OR EQUAL SPECIFY THE FOLLOWING: _____ MANUFACTURER/DISTRIBUTOR	2500	EACH	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2238665 OPEN DATE : 03/18/10 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	_____ REF.NUMBER/ITEM NUMBER _____ 00005 COMMODITY CODE: 037-78-000000 MANICURE SET, ZIPPERED, VINYL WITH STITCHED EDGES; SET TO INCLUDE - NAIL CLIPPER, SCISSORS, TWEEZERS, NAIL FILE, CUTICLE PUSHER, CUTICLE CLEANER. LOGO TO PRINTED ON FRONT SIZE: APPOX. 2.375"W X 4.5"H X .875"D COLOR: BLACK IMPRINT AREA: 1.5"W X 3.5"H IMPRINT COLOR: SILVER VITRONIC PROMOTIONAL #V7816 OR EQUAL SPECIFY THE FOLLOWING: _____ MANUFACTURER/DISTRIBUTOR _____ REF.NUMBER/ITEM NUMBER	2500	EACH	_____	_____
	00006 COMMODITY CODE: 037-78-000000 BADGE HOLDER, SQUARE, RETRACTABLE LOGO TO BE PRINTED ON FRONT SIZE: APPROX. 1-1/4"H X 1-1/4"W COLOR: BLUE IMPRINT AREA: 11/16" DIAMETER IMPRINT COLOR: WHITE QUICKPOINT #QP-55021 OR EQUAL SPECIFY THE FOLLOWING: _____ MANUFACTURER/DISTRIBUTOR _____ REF.NUMBER/ITEM NUMBER	2500	EACH	_____	_____
	00007 COMMODITY CODE: 037-78-000000 GIFT SET, METAL TIN WITH HINGED LID GIFT SET TO INCLUDE:	1000	EACH	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2238665 OPEN DATE : 03/18/10 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>1 SPF LIP BALM-ZLBP, 1 OZ. HAND SANITI- ZER-ZS10,1 OZ STRESS RELIEF LOTION-ZRL10 1 OZ HAND LOTION-ZL10, LOGO TO BE PRINTED ON LID</p> <p>SIZE: APPROX. 5" X 3-5/8" X 1-12" COLOR: SILVER. IMPRINT COLOR:RED IMPRINT AREA: 2-1/2"W X 2-1/2"H SNUGZUSA ITEM #ZGSRELAX (RPGS) OR EQUAL</p> <p>SPECIFY THE FOLLOWING:</p> <p>_____ MANUFACTURER/DISTRIBUTOR</p> <p>_____ REF.NUMBER/ITEM NUMBER</p> <p>*****</p> <p>ARTWORK FOR LOGO TO BE PROVIDED TO SUCCESSFUL BIDDER (S) IN JPEG FORMAT.</p> <p>DELIVERY: 45 DAYS AFTER APPROVAL OF PRE-PRODUCTION SAMPLE.</p> <p>AGENCY TO BE CALLED PRIOR TO DELIVERY</p> <p>*****</p>				